

**SIKORSKY AIRCRAFT CORPORATION  
SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS**

To the extent the Terms and Conditions contained herein conflict with those in the applicable Lockheed Martin CorpDoc Terms, the terms contained in this Supplement shall control.

**1. Aviation Unique Requirements**

- a) Seller shall be registered on the Government-Industry Data Exchange Program (GIDEP) and shall have an active GIDEP Alert screening process. Seller shall immediately notify Buyer and GIDEP of any issues that Seller identifies as a potential GIDEP concern. Seller shall immediately notify Buyer upon receipt of any GIDEP Alert related to Work, and shall provide Buyer a list of all affected Work by identifying the Contract, part number, lot number and lot date, invoice number, serial number, or any other identifying numbers or information as applicable. For GIDEP Alerts caused in whole or in part by the Work, Seller shall immediately replace all affected Work at its sole expense including any installation and removal costs for the Work so affected and reimburse Buyer for any damages and commercially reasonable expenses incurred by Buyer.
- b) If the FAA, or other aviation authority, issues Airworthiness Directives (“AD”s), or the equivalent of Airworthiness Directives, related to the Work, Seller shall immediately remove the cause(s) of the ADs or AD equivalents in all Work delivered, and to be delivered to Buyer including but not limited to Work utilized in the field. Seller shall reimburse Buyer for any costs and damages associated with removal, redelivery and installation of Work, incurred by Buyer as a result of such ADs or equivalent of ADs which are attributable to the Work.
- c) Seller shall provide all Service Bulletins, Safety Bulletins and Administrative Directives (collectively in this sub-Section “Bulletins”) using Buyer’s System for Buyer required reviews and approvals prior to issuance. Seller shall implement Buyer’s recommendations contained in Bulletins on all Work delivered and to be delivered.
- d) Seller shall provide at Buyer’s request, Advanced Shipping Notice (ASN) IUID, RFID part marking data including reporting of specialty metals and RoHS requirements.

**2. Customs Trade Partnership Against Terrorism (C-TPAT) Program**

If Seller, or its subcontractors, are the importer of record for end product Work delivered to Buyer, or Buyer’s Customer(s), then Seller agrees that, during the period in which it ships Work to Buyer, it and its subcontractors who either ship directly or package Work for shipment will either: (i) be certified under the Customs Trade Partnership Against Terrorism (“C-TPAT”) program by the U.S. Bureau of Customs and Border Protection; or (ii) demonstrate to Buyer’s satisfaction that it meets the security requirements of C-TPAT. Accordingly, Seller must either provide Buyer with documentation that it and its subcontractors are certified (e.g. C-TPAT certification or Status Verification Interface (SVI) number), or provide documentation and evidence satisfactory to Buyer to demonstrate compliance with C-TPAT security requirements, available at [C-TPAT](#).

**3. Customs & Import Requirements**

- a) Seller shall comply with Buyer’s Import and Shipping Requirements document, as set forth on Buyer’s Supplier portal or otherwise provided by Buyer to Seller.
- b) Upon Buyer’s request, Seller shall provide, or assist in obtaining, certificates of origin, declarations, and/or affidavits necessary to support Buyer’s claims for duty free or preferential duty treatment under international agreements, multi-lateral or bilateral free trade agreements, or other preferential tariff programs (e.g., Generalized System of Preferences, North American Free Trade Agreement (NAFTA), U.S. – Singapore Free Trade Agreements, U.S. Goods Returned, etc.).

- c) Seller shall maintain and make available to Buyer all records supporting any certificates of origin, declarations, and/or affidavits provided to Buyer as support for Buyer's claims for duty free or preferential duty treatment for five years after the date on which the aforementioned document(s) were provided.
- d) Buyer shall have the right, on reasonable notice, to inspect and audit all records relating to the documents set forth herein, including documents establishing the value of all direct and indirect materials and costs used in the production of imported Work. Where Seller provides a written objection within three (3) days of Buyer's request to inspect and audit, Seller shall provide access to such records to a third party consultant designated by Buyer.

#### 4. Definitions, Supplemental

**"Buyer," "Sikorsky," "SAC" or "Lockheed Martin"** means Sikorsky Aircraft Corporation or the Buyer's affiliate that issues a Contract referencing these terms and conditions, and any successor or assignee of Buyer, acting through its companies or business units as identified on the face of this Contract. If a subsidiary or affiliate of Lockheed Martin Corporation is identified on the face of this Contract, then "Lockheed Martin" means that subsidiary or affiliate.

**"Buyer's Customer"** means the ultimate owner, lessee, or operator of the Work and includes the purchaser of an end product incorporating the Work provided by the Seller under the Contract.

**"Contract"** means the instrument of contracting, such as "Order," "PO," "Purchase Order," "Subcontract" or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.

**"Delivery Date"** means the date of delivery for Work as specified in a Contract and/or by the Delivery System.

**"Delivery System"** means Buyer's computer-based, web-enabled delivery scheduling system.

**"FAA"** means the United States Federal Aviation Administration.

**"Intellectual Property"** means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.

**"Lead Time"** means the mutually agreed upon time required for Seller to produce the Work.

**"Need Date"** means the date Buyer needs delivery of Work which date is before, or after, the Delivery Date.

**"Party" or "Parties"** shall mean Buyer and/or Seller, individually or collectively, as the context requires.

**"Prime Contract"** means the governmental or commercial sales contract between Buyer and Buyer's Customer.

**"Seller"** means the party identified on the face of this Contract with whom Lockheed Martin is contracting.

**"Specifications"** means all requirements with which Work and performance hereunder must comply, including, without limitation, SSQR-01 or its then-current successor, drawings, instructions and standards, on a Buyer web site or elsewhere, as such requirements are specified and/or referenced in Contract, as such requirements are modified from time to time by Buyer.

“Work” means all required labor, articles, materials, supplies, goods and services constituting the subject matter of this Contract.

## 5. Delivery and Payment Terms

- a) Seller shall use the Delivery System and electronic data exchange billing and invoicing systems (collectively, “Buyer Systems”) specified by Buyer. All users who require access to Buyer Systems or applications shall obtain an individual Exostar account and a Lockheed Martin Two-Factor Authentication (2FA) security credential. The Seller shall be responsible for maintaining an active account and the annual fees associated with Exostar account management. Users may contact their Exostar Organization Administrator for access and information on obtaining the Lockheed Martin Two-Factor Authentication (2FA) security credential.
- b) The delivery information in the Buyer Systems shall establish the Delivery Dates for the Work and/or Services. Seller shall only ship in accordance with the rules established by the Buyer Systems, and shall make use of the bar codes and other documentation generated by the Delivery System.
- c) Delivery Dates which do not allow sufficient Lead Time shall be considered Need Dates and Seller shall use all commercially reasonable efforts to meet Need Dates. If Seller agrees to the Need Date, then the Need Date shall be considered the Delivery Date.
- d) If Seller is unable to deliver Work by the Need Date, Buyer may, without liability: (i) reduce or cancel its requirements for any part of the quantity of the Work that cannot be delivered by the Need Date; (ii) reallocate to another Contract, or reschedule, any portion of the Work that cannot be delivered by the Need Date; or (iii) waive the Need Date and accept Work on the Delivery Date. In addition to any other rights and remedies that Buyer may have, in the event of Seller’s nonconformance with any of the requirements under this Section or any other delivery obligation, Seller shall be responsible for all shipping costs and expenses incurred with respect to such nonconformance, including the costs of expediting shipment with respect to late deliveries.
- e) Any forecasts of quantity and schedule that are set forth in the Delivery System are estimates and are for planning purposes only.
- f) Terms of payment are Net 90 days after delivery of the Work to Buyer’s designated facility. All deliveries shall be made DAP (Incoterms 2010) Buyer’s designated facility, freight prepaid. Title and Risk of Loss shall pass to Buyer upon receipt of delivery at Buyer’s designated facility or third-party drop shipment point.
- g) Without affecting any other rights of Buyer, Buyer may cancel Purchase Orders, in whole or in part, without liability to Seller, at any time prior to commencement of Lead Time.

## 6. Disaster Recovery

If Seller is (i) providing Flight Safety Parts in accordance with the current revision of SSQR-01, SS9211, or their then-current successor(s), and/or any documents referenced therein; or (ii) a non-competitive source of supply; or (iii) providing products whose Lead Time exceeds one hundred twenty (120) days; or as otherwise directed by Buyer, Seller shall develop and maintain a Disaster Recovery Plan acceptable to Buyer for the recovery and continuation of business related to the design, development, certification, manufacture, sale, use and/or support of the Work furnished hereunder. Such plan shall, among other things, prevent or limit the interruption of the supply of Work in conformity with the requirements set forth herein. Seller shall furnish a copy of Disaster Recovery Plan to Buyer upon request. In the event of a disaster or emergency Seller shall implement its Disaster Recovery Plan.

## **7. Export Control**

- a) Seller shall, upon request, deliver to Buyer a summary of any governmental export authorization ("Authorization") related to the Work, software, technology or Services and of all provisions or conditions relating to that Authorization, including but not limited to: (i) any restriction on sublicensing, retransfer, resale or re-export, (ii) any requirement for non-disclosure agreements, and (iii) any limitation on individuals having access to Seller's Work, software, technology or Services. Seller shall, upon request and at the earliest practicable time, deliver any information requested by Buyer in support of any Authorization related to the Work, software, technology or Services in support of Buyer's compliance activities, including Buyer's internal licensing processes.
- b) Upon completion of its performance under the Contract, the Seller shall return or destroy any technical data provided by Buyer during the solicitation or performance of a Contract. The technical data must be destroyed or returned when the Contract is completed or a license expires. The Seller must also return or destroy any materials created using the exported technical data, such as transparencies, photocopies, and translated drawings. If the technical data is to be destroyed, Seller shall provide written certification of the destruction to the Buyer. The certification shall include, at a minimum: a description of what was destroyed, the date of destruction, the method of destruction and the name of the person responsible for the destruction.
- c) At Buyer's request, Seller shall develop, adopt and comply with a technology control plan ("TCP") satisfactory to Buyer. Such TCP shall ensure that Seller and its subcontractors comply with the terms of the Contract (including the export control provisions of these terms and conditions). Seller's compliance with the TCP shall be reviewed with Buyer at Buyer's request.

## **8. Insurance**

The following shall apply if Seller is providing Work to be incorporated in aircraft where such Work is classified as, or is a service related to, Flight Safety Parts (FSP) or its equivalent, or having Critical Characteristics (CC) or its equivalent in accordance with the current revision of SSQR-01, SS9211 and/or any documents referenced therein. Seller shall maintain Aviation Products and Completed Operations Liability coverage in a minimum amount of \$50,000,000, per occurrence and, if applicable to such Work, Hangarkeepers Legal Liability coverage, including AVN52 (War Risks) coverage, in a minimum amount to replace any aircraft and related components in its care, custody, and control. Such insurance shall remain in effect for two (2) years after the expiration or termination of this Contract.

## **9. Intellectual Property Indemnification**

- a) Seller shall indemnify and hold harmless Buyer, Buyer's Customers, its affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the manufacture, use, sale, offer for sale, import or other exploitation of any Work or Services delivered or performed in connection with the Contract ("Claim").
- b) Seller shall not be liable for any Claim based on Seller's compliance with any Specification created by Buyer, unless: (i) Seller could have complied with Buyer's Specification using a solution that was non-infringing; (ii) the Specification was derived from, recommended by, or provided by, Seller; or (iii) Seller knew, or should have known, of a Claim or potential Claim and did not promptly notify Buyer in writing.
- c) Seller shall, upon written notice from Buyer of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as the Buyer's interests are affected, the Buyer shall have the right, at its own expense and without releasing any obligation of the Seller, to participate and intervene in a

Claim. Buyer shall have the right to reasonably reject counsel selected by Seller. Seller shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.

- d) Buyer may, at Buyer's expense, supersede Seller in the defense of any Claim, and assume and conduct the defense at Buyer's sole discretion. In such an event, Seller shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages; any such release is expressly conditioned on Seller's complete cooperation with Buyer in Buyer's defense of such Claim. Buyer shall not enter into any settlement without Seller's prior written consent, which shall not be unreasonably withheld.
- e) If the manufacture, use, sale, offer for sale, import, export or other exploitation of any Work is enjoined by a court, or if delivery is precluded by a government entity, or should Seller refuse to provide or supply Work to avoid a potential third party claim, Seller shall avoid any disruption to Buyer and shall: (i) secure for Buyer the right to use or sell such Work or Services; (ii) modify or replace such Work with equivalent non-infringing Work or Services; or (iii) provide such other solution acceptable to Buyer. Seller shall reimburse Buyer for Buyer's costs incurred in obtaining all internal, external and Buyer's Customer approvals, qualifications, certifications, and the like, necessary for making, using and selling alternate non-infringing Work. Seller shall refund to Buyer the purchase price of any such Work that Buyer is prohibited from providing, using, selling, offering for sale, importing, exporting or otherwise exploiting.

**10. Intellectual Property Rights (for non-U.S. Government Contracts)**

- a) "Background Intellectual Property" shall mean all Intellectual Property other than Foreground Intellectual Property.
- b) "Foreground Intellectual Property" shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Contract.
- c) Each Party retains its existing rights in Background Intellectual Property.
- d) Buyer shall own all Foreground Intellectual Property. Seller shall disclose to Buyer all Foreground Intellectual Property. If not expressly required to be delivered in the Contract, Seller shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Seller hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Foreground Intellectual Property. Seller agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Seller to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Foreground Intellectual Property. All Foreground Intellectual Property assigned to Buyer pursuant to the Contract shall be considered Buyer's Proprietary Information (defined hereinafter). Seller agrees that, for any works of authorship created by Seller or any employees or any others used by Seller in the course of the Contract, those works that come under one of the categories of "Works Made for Hire" in 17 U.S.C. §101 shall be considered "Works Made for Hire." that For any works of authorship that do not come under such categories, Seller, warranting that it has the right to do so, hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright.
- e) Seller represents and warrants that Seller has sufficient rights in all Work and Intellectual Property and any other items that Seller uses or transfers to Buyer in connection with the Contract to allow Seller to lawfully comply with the Contract.
- f) Seller hereby grants and promises to grant to Buyer and Buyer's affiliates a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to Background Intellectual Property to: (i) use, sell, offer for sale,

import, export, copy, adapt, embed, modify, make derivative works, make and have made Work: and (ii) enable Buyer to practice the Foreground Intellectual Property.

- g) Seller hereby irrevocably waives and promises to waive all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all Work provided to Buyer and in all activities in connection with the Contract.
- h) Seller represents and warrants that Seller shall not provide, in the performance of the Contract, any software, (including without limitation source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license-governed software, any electronic hardware, including without limitation free hardware, designs or open source hardware design), in any form that is subject to any obligations or conditions that may provide a legal right to any third party to access such software and/or electronic hardware, or that could otherwise impose any limitation or condition on Buyer's use, reproduction, modification, distribution or conveyance of such software or electronic hardware.
- i) Except as expressly authorized herein, nothing in the Contract shall be construed as Buyer granting Seller a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Contract.

#### **11. Offset**

- a) Buyer may use all or any part of the value of the Contract, including the value of any subcontracts placed by the Seller for the Contract, for satisfying international offset obligations of Buyer, Buyer's affiliates, or any entity that Buyer transfers such value to. Seller may use the offset credit generated by the Contract or the subcontracting of the Contract only upon Buyer's written approval.
- b) Seller shall support Buyer in meeting Buyer's offset requirements in proportion to the value of the Work supplied by Seller to the value of the end item sold by Buyer into the particular country.
- c) Upon Buyer's request, the Seller shall: (i) report all subcontract sources outside the United States utilized in the fulfillment of this Contract, including the name and location of each such source, amounts paid and committed thereto and identification of the Work or Services procured; and (ii) require its subcontractors, including those at all lower tiers, to maintain records of the above information.

#### **12. Precedence**

In the event of any conflict in any documents, the interpretation of the documents shall be controlled by the following order of precedence: (1) the face sheet of a Purchase Order; (2) by all terms of the LTA, if any, and by the terms contained in the attachments thereto; (3) if the Contract is in support of a US Government Prime Contract, the applicable U.S. Governmental Prime Contract Flowdowns; (4) the applicable CorpDoc A, B, C, D, or E series; (5) the Sikorsky Aircraft Corporation Supplemental Clauses for Subcontracts current on the Effective Date of this Contract; and (6) the applicable CorpDoc current on the Effective Date of this Contract. The applicable terms and conditions shall apply to any and all Purchase Orders with the same effect as if they physically appeared thereon.

#### **13. Proprietary Information**

- a) In order to deliver the most effective and efficient Work possible, to and meet Buyer's requirements for the Work Buyer and Seller anticipate the need to exchange Proprietary Information (as defined below) for the design, development, testing, manufacture and/or repair of Work, as applicable in connection with such Contract. In recognition of the value of that Proprietary Information, as well as to protect Buyer's goodwill and reputation in its products, Seller agrees to the terms and conditions of this Section 12.

- b) "Proprietary Information" shall mean all information, knowledge or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, that is or was: (i) disclosed by, or obtained from, Buyer or (ii) conceived, created, acquired, or first reduced to practice in connection with the Contract. If Buyer furnishes sample products, equipment or other objects or material to Seller, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with the Contract.
- c) Unless the Seller has received the Buyer's express written consent to the contrary, Seller shall: (i) use the Proprietary Information solely for the purposes of the Contract, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by third parties; (iii) not disclose the Proprietary Information to any third parties; and (iv) not reverse engineer, disassemble or decompile the Proprietary Information.
- d) Seller may disclose the Proprietary Information to employees, officers, directors and labor personnel of Seller who have a need to know such Proprietary Information for the purposes of performing the Contract and who have executed a written agreement with the Seller obligating such entity or person to treat such information in a manner consistent with the terms of this Section.
- e) The Contract shall not restrict Seller from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of the Seller or a third party; (ii) is received by Seller without restriction as to disclosure by Seller from a third party having a right to disclose it; (iii) was known to Seller on a non-confidential basis prior to the disclosure by the Buyer; or (iv) was independently developed by employees of Seller who did not have access to any of Buyer's Proprietary Information.
- f) If Proprietary Information is required to be disclosed pursuant to judicial process, Seller shall promptly provide notice of such process to Buyer and, upon request, shall fully cooperate with Buyer in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of the Contract provided that the obligations of this Section are fulfilled by Seller.
- g) Buyer shall have the right to audit all pertinent documentation of the Seller, and to make reasonable inspection of the Seller's premises, in Contract to verify compliance with this Section.
- h) Obligations in this Section regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of the Seller or any third party.
- i) Unless required otherwise by law or the Contract, Seller shall promptly return, or otherwise dispose of Proprietary Information as Buyer may direct. Absent contrary instructions, Seller shall destroy all Proprietary Information one (1) year after termination or completion of the Contract and provide written acknowledgement to Buyer of such destruction.
- j) Seller agrees to cause all information regardless of form (including, for example, electronic, magnetic and optical media, software, and compilations), containing or derived in whole or in part from Proprietary Information to bear the following legend:

**"This document contains the property of Sikorsky Aircraft Corporation and/or its Affiliate. You may not possess, use, copy or disclose this document or any information in it for any purpose, including without limitation to design, manufacture, or repair Work, or obtain FAA, Transport**

**Canada Civil Aviation (TCCA) or other government approval to do so, without express written permission. Neither receipt, from any source, nor possession of this document, constitutes such permission. Possession, use, copying or disclosure by anyone without express written permission of Sikorsky Aircraft Corporation and/or its Affiliate issuing the Order is not authorized and may result in criminal and/or civil liability."**

- k) Notwithstanding any proprietary or confidential labels or markings, all information of Seller disclosed to Buyer relating to the Contract will be deemed non-confidential and the content of the Contract may be disclosed by Buyer to Buyer's Affiliates or to Buyer's Customer or Buyer's subcontractors and potential subcontractors provided that Buyer's Customer or subcontractors have a need to access or know such information. Moreover, Buyer may disclose all Seller information, in accordance with applicable governmental regulations, to the FAA, the European Aviation Safety Agency (EASA), TCCA, any other governing international airworthiness certifying authority, and/or any other department or agency of the U.S. Government, including, without limitation, for the purpose of obtaining necessary government approvals.
- l) Seller agrees that it will not accept from any third party, or use, any information that appears to be similar to Proprietary Information without first obtaining Buyer's express written consent, except that Seller may receive solicitations or purchase orders issued by a partner or higher-tier supplier of Buyer that expressly reference a Buyer Purchase Order and contain obligations no less stringent than this Section. Seller shall promptly notify Buyer if Proprietary Information is offered to Seller by a third party or of the suspected possession of Proprietary Information by a third party.
- m) Seller acknowledges that exposure to Buyer's Proprietary Information and other Intellectual Property will make it easier for Seller to manufacture or repair, or to apply for or assist another entity in obtaining FAA or other government approval for, Work that are the same Work or that have the same form, fit and function, as Work Seller supplies to Buyer pursuant to an Contract hereunder. Seller also acknowledges that Buyer's goodwill and reputation which become associated with Work supplied by Seller pursuant to a Contract hereunder once approved for use in Buyer's products make it easier for Seller to manufacture or repair, or to apply for or assist another entity in obtaining FAA or other government approval for those Work, or Work that have the same form, fit and function, for use in Buyer's products. Seller agrees that it shall not manufacture or repair Work that Seller supplies to Buyer pursuant to an Contract hereunder, or manufacture or repair Work having the same form, fit and function, for use in Buyer's products, or apply for or assist another entity in obtaining FAA or other government approval for any such Work, without first notifying Buyer and obtaining Buyer's written consent. Seller's notification shall (a) describe the Work to be manufactured or repaired, or for which application for or assistance to another entity in obtaining FAA or other government approval for such Work is to be provided, (b) identify the corresponding Work Seller supplies to Buyer and (c) provide Buyer with sufficient information to demonstrate that Seller will manufacture or repair, or apply for or assist another entity in obtaining FAA or other government approval for such Work (as the case may be) without reference to or use of Buyer Proprietary Information or other Buyer Intellectual Property. If Seller manufactures or repairs any such Work, or applies for or assists another entity in obtaining FAA or other government approval for any such Work, for use in Buyer's products without obtaining Buyer's written consent, then it shall be considered a breach of the Contract and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.
- n) Seller shall not make accessible or sell completed or partially completed or defective Work manufactured using or containing Proprietary Information to any unauthorized third parties. Work not provided to Buyer shall be disposed of in a manner that prevents disclosure of Proprietary Information (including by reverse engineering).
- o) For Proprietary Information exchanged in connection with the Contract, the terms of this Section shall supersede any provisions regarding the protection of Proprietary Information in any other agreement between the Parties.

#### **14. Sikorsky Specific Seller Quality Clauses**

- a) For all Purchase Orders referencing these “Supplemental Clauses for Subcontracting,” the provisions of the version of the “Sikorsky Aircraft Corporation Seller Quality Requirements” in effect on the date of the particular Purchase Order shall apply. These provisions are made available on the Internet at the following URL and will be provided to Seller in hard copy upon written request:

<https://www.lockheedmartin.com/content/dam/lockheed-martin/eo/documents/suppliers/rms/sa-seller-quality-requirements-032019.pdf>

- b) These “Sikorsky Specific Seller Quality Clauses” are hereby incorporated by reference and expressly constitute part of these “Supplemental Clauses for Subcontracting.” The Parties recognize that the URL may change from time to time and agree that any such change will not affect the applicability of the material referenced. Buyer agrees to provide the new URL upon Seller’s request in the event of a change.

#### **15. Subcontracting**

Seller shall be solely and fully responsible for monitoring Seller’s sub-tier suppliers under all provisions of the applicable subcontracts, and for ensuring that each of its suppliers comply with the requirements set forth herein. Seller shall remain fully liable to Buyer for, and shall be Buyer’s sole point of contact for, all aspects of proper performance of the Contract, regardless of: (i) any subcontracting; (ii) Buyer approval of the subcontractors; or (iii) Seller’s failure to provide for provisions in the relevant subcontracts that comply in substance with the requirements set forth herein.

#### **16. Warranty**

- a) Seller warrants that it is and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the Work to be furnished by Seller under this Contract.
- b) Seller warrants that it will perform the services under this Contract with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.
- c) Seller warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable Specifications, drawings, samples, descriptions and other requirements of this Contract, and be free from defects in design, material and workmanship. This warranty shall begin upon final acceptance and extend for a period of two (2) years, (“Warranty Period”). If any nonconforming Work is identified within the Warranty Period, Seller, at Buyer's option, shall promptly repair, replace or re-perform the Work. Transportation of replacement Work, return of nonconforming Work and/or reperformance of the Work shall be at Seller's expense. If repair or replacement, or reperformance of Work is not timely, Buyer may elect to return, reperform, repair, replace or procure the non-conforming Work at Seller's expense. All warranties shall run to Buyer and its customers.